

2003 JUL -7 AM 10:36
PUBLIC EMPLOYMENT
RELATIONS BOARD

Recommendation

In the Matter of:)	
)	
Adams County)	
Public Employer)	
)	Micheal L. Thompson
and)	
)	Arbitrator
PPME 2003, IUPAT)	
Public Employee Organization)	
)	

Appearances:

For the Employer:

Kenneth Mallas, representative
Veryln Rice, County Supervisor
Mark Olive, County Supervisor

For the Public Employee Organization:

Deborah Groene, Business Representative
Donald Ashenfelter, Roads Employee

STATEMENT OF JURISDICTION

The matter proceeds to a fact finding hearing pursuant to the statutory provisions established in the Public Employment Relations Act, Chapter 20, code of Iowa. The above named fact finder was selected from a list furnished to the parties by the Public Employment Relations Board.

A hearing was held on June 13, 2003 at 10:30 am at Corning, Iowa. The hearing was electronically recorded. At the hearing the parties (Adams County Board of Supervisors hereinafter Employer and PPME 2003 IUPAT hereinafter Union) were given the full opportunity to introduce evidence, facts, and arguments in support of their respective positions. Summary briefs were submitted on June 20. Upon the basis of the evidence, facts, and arguments presents, the following recommendations were made.

STATEMENT OF THE ISSUES

At the hearing, the Union reported the following issue:

Article 8 – Insurance

Appendix 1 – Overtime/Wages Hourly Wage Rate

CRITERIA APPLIED IN MAKING RECOMMENDATIONS

The Iowa Public Employment Relations Act contains criteria that are to be used by an arbitrator in judging the reasonableness of the parties' collective bargaining proposals. The Act establishes the criteria that are to be used by interest arbitrators in formulating their awards. Section 22.9 of the Act provides, in relevant part:

The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b. Comparison of wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
- c. The interests and welfare of the public, the ability of the public employer To finance economic adjustments and the effects of such adjustments On the normal standard of service.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

While the Act does not speak to fact-finders, it is a reasonable inference that fact-finders are subject to the same criteria as arbitrators. With the criteria mandated for arbitrators firmly in mind and based upon the entire record developed at the hearing, the recommendations contained in this report are formulated.

POSITIONS OF THE PARTIES

Position of the Union

The Union calls for maintaining the current contract with respect to insurance, items 8.1 and 8.2. Specifically item 8.1 would maintain the amount paid toward the insurance – the employee would pay a maximum of \$140.00 toward the monthly dependent insurance premium. The Union also asserts that the employee would maintain the current contract on item 8.2-- The employee will be responsible for deductibles of \$150 for single coverage and \$300 for dependent coverage.

In addition to the current contract on insurance, the Union argues for a wage increase of \$0.46 per hour across the board in all classifications.

Position of the Employer

The Employer asserts that it is facing economic hardships and that changes must occur on the insurance. The Employer calls for an increased cost to the employee of \$100 from \$140 per month to \$240. In addition the Employer calls for an increase in the deductible of insurance from \$150 to \$500 and for families from \$300 to \$1000.

In addition the Employer calls for a wage increase of \$0.30 per hour across the board for each employee.

At the completion of the hearing after closing comments in conversation and closing briefs, the Employer amended/clarified its insurance proposal. The Union objected to the introduction of any additional materials

Background

Adams County is located in the southwestern part of the state and it is a rural area. The parties have engaged in collective bargaining since 1986. While the bargaining relationship has been relatively free of acrimony, impasse procedures have been utilized. The current contract is for the year that begins July 1, 2003, and the parties have been unable to resolve the preceding issues. The Employer and Union have spent considerable time in bargaining and negotiations, including the intervention of a mediator to voluntarily resolve the issues. This effort was unsuccessful and the impasse proceeded to hearing. The parties have voluntarily agreed to waive any statutory time limitations.

The Employer and Union presented evidence and each asserted their respective positions. The impasse appears to have generated intense feelings for both groups. The subscribed fact finder has reviewed and considered, at length, the arguments, records, and evidence presented and has carefully considered each point raised by the Employer and Union.

This dispute centers around two issues – wages and insurance. While they are separate issues, each impact upon the monetary framework of the county. As part of the fact-finding, the economic issues are paramount, and they have created some acrimony. During the hearing, each party was given ample time to present evidence and testimony regarding their respective position. At the end of the session each party elected to submit a closing brief. During the discussion around the brief, additional discussion ensued. This discussion was not on the record, and it is not a consideration for the fact-finder. In the brief submitted by Mr. Mallas, Jayne Templeton and Donna West presented additional testimony. While this testimony may be relevant, it was not presented during

the actual hearing, and procedurally it is outside the purview of the session. Since both parties were available at the session, it would be unfair to allow testimony that cannot be rebutted. Accordingly, the fact-finder will not consider this testimony.

Given the history of negotiations, the parties have experience with comparability. The County and the Union use different comparability groups. The Employer uses a subset of the Union's group – four of the seven counties including Adams. In reviewing the data, it is clear that the seven county baseline has been used in previous cases. It is also clear that some disparity exists between all of the counties, especially Cass, Montgomery, and Page, which have greater assessed values, and income. However, there is also a disparity in the four used by the Employer as Adair ranks substantially higher while Taylor ranks substantially lower than others in the group.

Among the strategic factors for a neutral to consider in making a recommendation is the comparability group. The weight given by the fact finder is a function of several factors, which include, but are not limited to: geographical proximity, size of population, demographic characteristics, and other relevant financial data. Therefore, it is not necessary to adopt in its entirety, either party's group as most appropriate. However, appropriate weight has been given to the common tier of comparable counties. Since the Employer's group is a subset of the Union's group, the analysis will encompass all of the counties. Before noting the comparability group, it should be noted that the Employer spent considerable time detailing the reasons for using its comparability group. While this was not lost on the fact finder, it did not reach the level to convince the fact finder that it was more appropriate. Accordingly, the fact-finder will continue to use the comparability group identified by the Union – the group used in previous fact-findings.

The next issue is insurance. The Employer is seeking to change the benefit offered – increasing costs for insurance from \$140 to \$240 per month and increasing the deductible to \$500 for single and \$1000 for family. The Union counters this with an offer to maintain the current contract. The offer by the Employer is based upon a number of factors which include:

1. comparability;
2. inability to pay;
3. internal comparability with other County employees outside the unit; and
3. the insurance program unfairly helps families as opposed to individuals.

The Union counters that this is not an inability to pay issue – the Employer can levy taxes and use funds in the budget for payment. Additionally the Union asserts that the insurance and wages represent a total dollar package, which is affordable and does not exceed the ability of the Employer to levy.

In reaching a decision on this issue, the fact finder finds that the Employer has the responsibility to demonstrate why the contract should be altered. While it is obvious that the Employer has limited ability to pay, it is not clear that there is an inability to pay. It is also unclear as to comparability that family insurance is out of line with other counties regardless of the comp group used. The Union presented better evidence including specific contracts while the Employer used less precise materials. Adair pays more for the family insurance while Ringgold pays less. Union County is open (being negotiated or resolved through impasse). Thus it is not compelling to change the insurance. The fact finder recommends that insurance stay the same as the current contract – the amount paid should not increase as this would constitute a pay decrease. Similarly increasing the deductible does not pass the same tests, and the fact finder recommends that it also remain at the current contract.

The next issue is wages. Note that the Union tied the wages and insurance together in an effort to demonstrate how far behind the total package is. While the fact finder understands this position, he has already ruled on the insurance issue on a separate basis. Accordingly, the issue is what is a fair wage. In this instance the Union and Employer report different amounts, which reflect differences in jobs. While it is apparent that the patrol operators are behind those in other counties, it is unclear how each county arrives at an understanding of the classification. In reviewing the contracts, it does appear that the Union position is accurate. However, it is also clear that the Employer is facing financial difficulties, and the fact finder considers this in making his decision. The fact finder recommends that the wage increase be \$0.36 per hour across the board.

Dated and signed by: _____

7-1-03

Micheal L. Thompson, Fact finder

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Certificate of Service

I certify that on the 1st day of July, 2003 I served the foregoing Fact finding Recommendations upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Deborah A. Groene
PPME 2003
PO Box 12248
Des Moines, Iowa 50312

Kenneth Mallas
1206 8th Street
Corning, Iowa 50841

I further certify that on the 1st day of July, 2002, I will submit this report for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, Iowa 50309.

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